APPENDIX

NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D. C.

FOR RELEASE UPON DELIVERY TO THE U. S. CIRCUIT COURT OF APPEALS, AT PHILADELPHIA, PENNSYLVANIA, ON FEBRUARY 10, 1941. R-4127

Statement of Robert B. Watts, General Counsel of the National Labor Relations Board to United States Circuit Court of Appeals for the Third Circuit, upon rehearing of the Newark Morning Ledger Company case

I desire to direct my remarks briefly to the opinion heretofore rendered in this case for two reasons. First, because it raises an important question of jurisdiction under the National Labor Relations Act, and second, because it affords an appropriate occasion to state publicly the National Labor Relations Board's position on an important phase of administration of the federal statute. This statement has been expressly authorized by every member of the Board.

The Board thoroughly recognizes the public importance and desirability of written trade agreements. It has consistently sought to effectuate, by its administration of the National Labor Relations Act, the national policy of safeguarding the right of employees to self-organization and of protecting the right of collective bargaining, to the end that the commerce of the nation may be relieved from interruptions. * * *

* * * * * * *

On the other hand, the Board recognizes with equal force the fact that under the National Labor Relations Act, the institution of proceedings by it in any case is a matter of discretion. And in cases where written trade agreements are in existence, it states that it has and will

exercise that discretion with care and in light of the particular circumstances surrounding the case. It has often, in the past, refused to issue complaints when the unfair labor practice alleged involved a matter covered by a valid trade agreement.

Sometimes trade agreements made after a series of prior unfair labor practices specifically dispose of all of the past differences to the mutual satisfaction of the parties. If that disposition is not itself violative of the rights of employees under the Act, the Board would normally, in the exercise of its discretion, refuse thereafter to issue a complaint covering the past practices. Sometimes trade agreements following unfair practices dispose of part of the past issues and leave others undisposed of. Normally the Board would proceed thereafter only in respect to the undisposed of matters.

* * * * * *

In sum, the Board gives great weight to valid trade agreements; it seeks by all proper measures to encourage such resolution of industrial differences; it hesitates long in the exercise of its discretion to proceed in respect to matters covered by such agreements; but it submits that if, in the exercise of its discretion, it decides to proceed in respect to an unfair labor practice notwithstanding the existence of a trade agreement, it has, under the specific language of the Congress in Section 10 (a) of the Act, power and jurisdiction so to do.